FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE (this "Amendment") is entered by and between Everett School District No. 2, a municipal corporation, (herein called "District") and the City of Everett, a municipal corporation, (herein called "City") for purposes of amending that certain Everett School District No. 2 Property Lease, dated February 1, 2013 (the "Lease"). Pursuant to the Lease, District leases to City, and City Leases from District, the Premises, which consist of approximately 50,915 s.f. of yard space and 525 s.f. of lavatory space, as outlined on the site plan attached as Exhibit B and on the floor plan attached as Exhibit C. Exhibit B and Exhibit C of the Lease are hereby deleted in their entirety and the attached Exhibit B and Exhibit C are substituted in their place. Capitalized terms not otherwise defined herein shall have the meanings given them in the Lease.

In consideration of the agreements in this Amendment, District and City do hereby amend the Lease as follows:

1. LEASE TERM

The Lease term shall be extended pursuant to Section 4.2 of the Lease for a period of three (3) years commencing February 1, 2016 and shall terminate at midnight January 31, 2019 (the "First Extension Period").

2. MINIMUM RENT

Minimum Rent due and payable by City during the First Extension Period shall be as follows:

February 1, 2016 to January 31, 2017

\$9,217.30 per month

City shall pay Minimum Rent to District without notice or demand on or before the 1st day of each and every successive calendar month of the First Extension Period.

3. SECURITY DEPOSIT

District is currently holding no security deposit from City.

4. POTENTIAL OPTION TO EXTEND

Section 4.2 of the Lease is hereby deleted in its entirety and the following is substituted in its place:

Subject to District's consent (which may be withheld following notice from City in District's sole discretion) and execution of a letter agreement confirming such consent and any conditions thereof pursuant to that certain "Interlocal Agreement Between Everett Public Schools and the City of Everett Regarding the Cooperative Use of Facilities, Equipment, and Personnel dated September 7, 1999," City shall have one (1) option to extend the Lease term for three (3) years (an "Extension Period") upon the same terms, conditions and covenants in this Lease so far

as applicable, including Additional Rent except for Minimum Rent (which shall be determined pursuant to subsection 5.2 in the Lease), provided that City notifies District in writing of such extension not less than one hundred eighty (180) days before the expiration date of original Term or the then-current Extension Period, as the case may be. This conditional option is personal to City and may not be exercised by any successor or assign of City.

6. NO OTHER AMENDMENTS

Except as expressly set forth in this Amendment, the Lease remains in full force and effect and has not been modified or amended. Except as expressly modified by this Amendment, and as of the date of this Amendment, the District and City know of no facts or circumstances that would constitute a default under the Lease.

Dated this 15th day of March	_2016.	
DISTRICT:	CITY	
Everett School District No. 2, a municipal corporation		City of Everett, a municipal corporation
By: Cory Cohn Superintendent	_	By: Ray Stephanson, Mayor
Gary Cohn, Superintendent		Date: 22016
		ATTEST:
		Sharon Fuller, City-Clerk
		Date: 2/22/2016
		APPROVED AS TO FORM
		Jim Iles, City Attorney
		Date: 2/18//C

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Roy Stephano. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mano of Welch to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: ___

MARIETTE MAYCHRZAK NOTARY PUBLIC

STATE OF WASHINGTON COMMISSION EXPIRES MAY 19, 2018 Signature:

Printed Name: MARIETTE MAYCHRZAK

NOTARY PUBLIC in and for the State of residing at MARYSULE

My appointment expires: MAY 19, 2018

STATE OF WASHINGTON)

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the <u>Superintendent</u> of <u>Everett Public Schools</u> to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 3/15/16

Signature: Wata B Vaudewalt

Printed Name: Debya B. Vanderwilt

NOTARY PUBLIC in and for the State of Washington

residing at **Everett**

My appointment expires: 12 18 17

sary Cohu

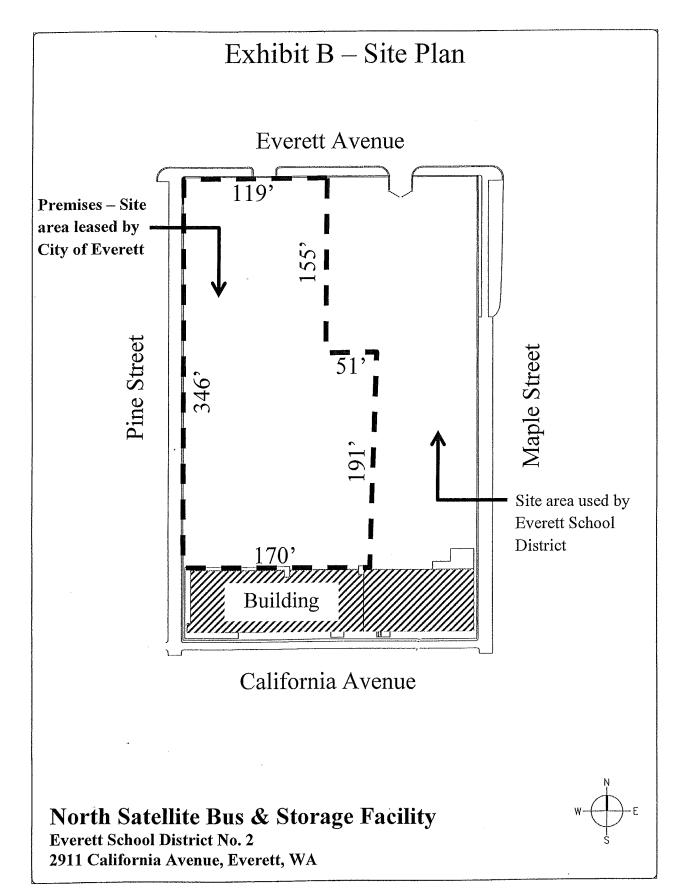
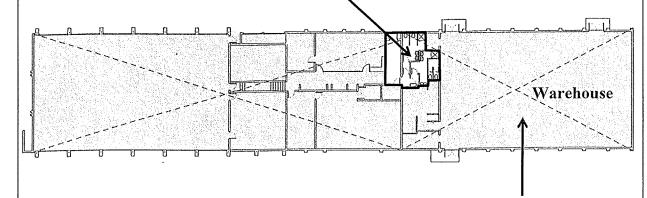


Exhibit C – Floor Plan

Premises – Building area leased by City of Everetts



Building area used by Everett School District

North Satellite Bus & Storage Facility

Everett School District No. 2 2911 California Avenue, Everett, WA



Hyrlement EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

First Amendment to Lease agreement with Everett School District No.2 for space at 2911 California Ave for use by Everett Transit Facilities

Briefing Proposed Action Consent 2/3/2016 Action First Reading Second Reading Third Reading **Public Hearing Budget Advisory** COUNCIL BILL#

Contact Person Phone Number FOR AGENDA OF

Originating Department Facilities/Real Property Mike Palacios (425) 257-8938

February 3, 2016

Initialed by:

Department Head

CAA

Council President

Location 2911 California Ave, between Pine and Maple Streets

Preceding Action Property Lease dated February 1, 2013

Attachments First Amendment to Lease

Department(s) Approval Transit, Facilities/Real

Property

Amount Budgeted	\$110,607.60/yr	
Expenditure Required	\$110,607.60/yr	Account Number(s): 425-5081-010-010-450
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

In February, 2013, the City of Everett executed a three year lease agreement with the Everett School District No. 2 for approximately 58,812 square feet of paved parking area space, 2,800 square feet of office space and 5,250 square feet of warehouse space located at 2911 California Ave for the City's Everett Transit operations.

Attached is an amendment that would exercise Option 1 of the lease agreement extending the lease for three years commencing February 1, 2016 and terminating on January 31, 2019. The amendment also reduces the leased paved parking area to 50,915 square feet and the office space area to 525 square feet and adjusts the lease rate to \$9,217.30 per month.

RECOMMENDATION:

Authorize the Mayor to sign the First Amendment to Lease agreement with Everett School District No.2 for space at 2911 California Ave use by Everett Transit Facilities.